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Contract Database Metadata Elements

Title: **Hannibal Central School District and Hannibal Central School Teaching Assistants, Aides, Clerks, and Monitors, Hannibal Employees Association (HEA) (2002)**

Employer Name: **Hannibal Central School District**

Union: **Hannibal Central School Teaching Assistants, Aides, Clerks, and Monitors, Hannibal Employees Association (HEA)**

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8885_06302005

Hannibal Central School District And
Hannibal Employees Assn (Hea)

Agreement

Between

Hannibal Central School District

and the

Hannibal Employees Association (H.E.A.)

*Hannibal Central School
Teaching Assistants, Aides,
Clerks and Monitors*

July 1, 2002 - June 30, 2003

TABLE OF CONTENTS

Article I – Recognition.....	2
Article II – Payroll Deductions	2
Article III – Negotiations Procedures	3
Article IV – Grievance Procedure	3
Article V – Organization Activities	5
Article VI – Leaves of Absence	6
Article VII – Job Vacancy Notification/Posting	8
Article VIII – Layoff/Recall	9
Article IX – Work Day/Year	9
Article X – Holidays	9
Article XI – Snow Days	10
Article XII – Health and Safety	10
Article XIII – Wages	10
Article XIV – Personnel Files	11
Article XV – Retirement	11
Article XVI – Teaching Assistants as Substitute Teachers	12
Article XVII – Health Insurance	12
Article XVIII – Staff Development	12
Article XIX – Duration	12
Appendix A – Personal Leave Request	13

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE I RECOGNITION

- A. The Hannibal Employees Association (HEA) is designated and selected by a majority of the employees of the Hannibal Central School District (District), in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.
- B. Included in the Unit are all full and part-time Teaching Assistants, Aides, Clerks, and Monitors employed by the District. Excluded from the unit are all other employees of the District.

ARTICLE II PAYROLL DEDUCTIONS

A. ORGANIZATION DUES

- 1. The District agrees to deduct dues and assessments from each employee belonging to HEA as authorized in writing by the employee.
- 2. The District agrees to deduct from the salary of each bargaining unit member, who is not a member of the Association, a monthly service fee as a contribution toward the negotiation and administration of the agreement and representation for such employee, as required by New York State Law. The service charge will be deducted in accordance with current dues deduction procedures and shall be an amount equal to the Association's regular monthly dues. However, agency fee-paying members are entitled (upon written request) to refunds for expenses for activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
- 3. The dues for the organization shall be deducted in equal installments throughout the school year.

B. IRS 403b ACCOUNTS:

Contributions for a tax-sheltered annuity may be made through payroll deduction to companies with whom the District is affiliated as designated by the member.

C. UNITED WAY

An annual contribution to the United Way may be made through individual payroll deduction authorization.

D. DIRECT DEPOSIT OF PAY CHECK

The District shall provide direct deposit of the member's payroll check or part thereof to the Empire Federal Credit Union upon the member's request.

E. FLEXIBLE SPENDING PLAN (IRS CODE - SECTION 125)

The District shall provide a flexible spending plan, in accordance with the provisions of the internal revenue service code, section 125. Such plan shall include a premium payment account, unreimbursed medical (including dental and vision) expenses account, and dependent care expense account.

F. VOTE COPE

1. The District will deduct from the salaries of those unit members participating in the VOTE COPE an amount authorized by said unit member on VOTE COPE forms.
2. The deductions will commence on the second pay period of the school year, and will continue for twenty (20) consecutive pay periods in a school year.

**ARTICLE III
NEGOTIATIONS PROCEDURES**

- A. The first meeting of the parties shall be no later than February 1, prior to the date of the expiration of the existing agreement, except by mutual consent.
- B. At the initial meeting there will be a mutual exchange of packages or items to be considered during the bargaining process. Ground rules for the bargaining process shall be established during this meeting.

**ARTICLE IV
GRIEVANCE PROCEDURE**

A. Definitions:

1. Grievance

A grievance shall be any claimed violation, misinterpretation, or inequitable application of the terms and conditions of employment specified in this agreement, or existing laws, rules, procedures, regulations, administrative orders and work rules of the Hannibal Central School District.

2. Grievant

A grievant shall be any unit employee and/or the entire HEA.

3. Day

Days shall mean regular workdays when the District is officially open for business.

4. Immediate Supervisor

Immediate supervisor shall mean the administrator with the most immediate supervisory authority over the aggrieved party or his/her designee

B. GENERAL PROCEDURES

1. All grievances shall be in writing and include the name and position of the grievant, articles of the contract allegedly violated, the general nature of the grievance and the redress sought.
2. Except for informal decisions at Step 1, all decisions shall be rendered in writing and shall be forwarded to the President of HEA.
3. In the event that any grievance is settled without formal determination, pursuant to this procedure, such adjustment shall be final and binding upon the parties.
4. If any provision of this grievance procedure or any application thereof to any employee or group of employees in the unit shall be finally determined by any court to be contrary to the law, then such provision or application shall be deemed invalid, but all other provisions or applications will continue in full force and effect.
5. Grievances shall be submitted to Step 1 within twenty (20) days of the act, event or occurrence giving rise to the grievance or it shall be barred and there shall be no right to process the grievance.
6. Should the employer or its representative not process the grievance in a timely fashion, the grievant may move to the next step of the grievance process as though an answer had been received within the stated time frame.

C. STEP PROCEDURES

Step 1 - Informal

- a. The grievance shall first be discussed between the grievant and his/her union representative in order to determine the merit of the grievance. The grievant and union representative will then discuss the grievance with the grievant's immediate supervisor in an effort to settle the matter informally.
- b. If the grievance is not settled informally, the HEA on behalf of the grievant shall reduce the grievance to writing and present it to the grievant's immediate supervisor within five (5) days of the supervisor's informal decision. No more

than five (5) days after the written grievance is presented the supervisor will render a decision in writing and forward it to the unit member and the HEA President.

Step 2 - Superintendent

If the grievant and/or the HEA are not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed by the grievant or the HEA with the Superintendent within five (5) days after the grievant or HEA has received such written decision. Within five (5) days after receipt of the appeal the Superintendent or duly authorized representative, shall schedule a hearing with the grievant, his/her representative, and all other parties of interest. The hearing shall be held at a mutually acceptable time within seven (7) days of the Superintendent's receipt of the appeal. The Superintendent shall render a decision in writing to the unit member and the HEA President within five (5) days after the conclusion of the hearing.

Step 3 - Board of Education

If the grievant and/or the HEA are not satisfied with the decision of the Superintendent, an appeal may be filed in writing with the Board of Education within five (5) days after receiving the District Superintendent's decision. The Board shall hold a hearing at its next scheduled meeting after receipt of the written appeal, with the aggrieved party and his/her representative. Within twenty (20) days after conclusion of the hearing, the Board's written decision with reasons shall be transmitted to the aggrieved party.

The decision of the Board of Education shall be final and binding upon all parties.

**ARTICLE V
ORGANIZATION ACTIVITIES**

- A. The President of the HEA or his/her designee shall be allowed up to a total of five (5) days per year with full pay and benefits to attend pertinent workshops or conventions. Except in the event of an unexpected event, the President shall provide five (5) days advance written notice to the District Superintendent.
- B. The HEA may use bulletin boards, inter-district mail service, e-mail and employee mailboxes to notify members of HEA functions and benefits, provided it does not interfere with the operation of District business. The District Superintendent must receive a copy of all materials to be sent by District mail or placed in employee mailboxes before such facilities are used. Approval may be denied if the Superintendent deems the material inappropriate.

ARTICLE VI LEAVES OF ABSENCE

A. PERSONAL LEAVE

1. Personal leave not to exceed three (3) days per fiscal year is allowed for the following reasons:
 - a) Sickness in the immediate family. The immediate family shall include: mother, father, grandparent, spouse, child, grandchild, sibling, mother-in-law or father-in-law. Leave for the illness of a person of other significant relationship shall be at the discretion of the Superintendent.
 - b) Legal transaction involving a legal instrument (deed mortgage, transferring title, etc.) or a court order.
 - c) Attendance at weddings or commencement exercises involving members of the immediate family.
 - d) Funerals outside the immediate family.
 - e) Emergency occurrences such as car failure and broken water pipes.
2. Request for such leave will be submitted using Appendix A to the Superintendent, with the reason for the requested personal day identified by the unit member requesting the leave. The request should be made at least 48 hours in advance of the desired leave. In case of emergency, the 48-hour notice requirement may be waived and the unit member using the leave should submit Appendix A at the first opportunity indicating that advanced notice was not possible.
3. Final approval of personal leave shall be at the discretion of the Superintendent of Schools and shall not be granted for vacation or recreational purposes.
4. Unused personal days shall be converted to sick days.

B. SICK LEAVE

1. Sick leave is earned at the rate of ten (10) days per year for each employee.
2. These days are to be used as follows:
 - a) Personal illness or physical disability.
 - b) Routine health treatment such as PT, doctor and dentist appointments.

- c) Illness, death or physical disability of members of the immediate family.
- 3. Sick leave may be accumulated to a maximum of two hundred ten (210) days.
- 4. The Board of Education reserves the right to require a doctor's certificate covering an absence due to illness after three consecutive days of absence.

C. LEAVES FOR BEREAVEMENT

For Bargaining unit members, three (3) days shall be granted per occurrence (non-cumulative) for the death in an employee's immediate family, without loss of pay. Any additional time may be requested of the Superintendent and, if granted, shall be drawn from the employee's accumulated sick days. The immediate family shall include: mother, father, grandparent, guardian, spouse, child, grandchild, sibling, mother-in-law, or father-in-law. Bereavement leave for the death of a person of other significant relationship shall be at the discretion of the Superintendent.

D. JURY DUTY

On submission of written proof of the necessity of jury service any unit member shall be granted a leave of absence with pay for such purpose providing any remuneration, above and beyond transportation allowance, received for such service by the court be reimbursed to the board.

Whenever a member assigned jury duty is excused prior to 10:30 AM, that member shall return immediately to school and resume his/her duties for the balance of the day.

E. UNPAID LEAVE

- 1. The Board may grant a leave of absence, not to exceed one (1) year, without pay to unit members as follows:
 - a) Application for such leave must be made with the Superintendent, in writing, at least one month prior to the beginning of such leave except as extreme circumstances dictate otherwise.
 - b) Upon return, the employee shall be returned, consistent with his/her seniority, to a position that is the same or similar to the one formerly held.
 - c) The Board of Education, may at its discretion, extend such leaves.

- d) All benefits to which the unit member was entitled at the time the leave of absence commenced, including unused accumulated sick leave and service credit, will be restored to the employee upon the employee's return.
 - e) Additional benefits will not be accumulated during the period of the leave.
- 2. In the case of a birth or adoption of a child, an employee upon written request may be granted a leave of absence of up to one (1) year for child rearing purposes under the following conditions:
 - a) Requests shall be submitted at any time between the commencement of the pregnancy and one (1) month prior to the anticipated birth of the child and as soon as possible in cases of adoption.
 - b) In the event of the death or institutionalization of the newly born or adopted child, the employee, upon one (1) week's written notice may return to work before the scheduled termination of the leave.
- 3. If an employee is enrolled for group health insurance benefits and wishes to continue such coverage while on unpaid leave of absence, s/he may do so by paying the full applicable premium rate. To provide for continued coverage, it is the employee's responsibility to contact the District Business Office to make arrangements for premium payment. Failure to make arrangements will result in the cancellation of insurance coverage effective the end of the month in which the unpaid leave commences.

ARTICLE VII JOB VACANCY NOTIFICATION/POSTING

- A. The District shall provide the President of the Association with notices of vacancies within the organization, as such vacancies become known to the central administration.
- B. Before bargaining unit positions are filled, job vacancy notices will be posted in each District building for one (1) week. Such notices shall also be sent to the HEA President. The job postings shall include the date of posting, the location of the position, the wage for the position and the estimated start date. The estimated start date shall be in consideration of any actions required by the Board of Education. All applications for such positions shall be made in writing and all applicants who are unit members shall be notified when such position is filled.
- C. Unit members applying for positions shall be contacted within a reasonable period of time and prior to filling the position. When unit members anticipate that they will be unavailable during the selection process, alternate means of contact should be included with their application.

ARTICLE VIII LAYOFF/RECALL

- A. In the event of a layoff of unit members, such layoff shall be accomplished according to the applicable civil service or education law. When no statute is applicable the layoff shall be accomplished by terminating the employment of the least senior unit member within a given title. Seniority shall be defined as the length of continuous service with the District.
- B. Recall shall be by statute or in the inverse order of layoff. A unit member shall remain on the active recall list for a period of two (2) years from the time of layoff. A unit member shall forfeit these rights to recall if s/he refuses to accept a similar position that is offered.
- C. Any proposed layoff will be reviewed with the Association prior to implementation.

ARTICLE IX WORK DAY/YEAR

- A. The work year shall be the same as the student calendar unless otherwise determined.
- B. The "full time" workday shall be six hours, unless otherwise determined. Pay will be at the contractual hourly rate exclusive of ½ hour unpaid and duty free lunch period.
- C. "Salaried" unit members shall be designated to work a seven (7) hour day. Once designated, should the District require time in excess of these hours, an hourly rate shall be paid unit members. Time in excess of the unit member's designated workday, when requested and approved by the employee's supervisor, shall be compensated at an hourly rate calculated by dividing the yearly salary by 200 days and then dividing by seven (7) hours.
- D. On occasion, additional hours are available through the awarding of grants to the District. These positions will be filled on a voluntary basis and compensated at the rate set by the grant.
- E. Unit members who work in excess of a six (6) hour day, when requested and approved by the employee's supervisor, shall be compensated at their contractual hourly rate of pay.
- F. Unit members, who are full time, shall be entitled to one fifteen (15) minute paid break per workday.

ARTICLE X HOLIDAYS

- A. Hourly unit members shall be compensated at their daily rate of pay for four (4) holidays. The holidays are Thanksgiving, Christmas, New Year's Day and Easter.
- B. Salaried unit members shall receive their yearly salary divided by the number of pay periods on a bi-weekly basis without regard to holidays, emergency closings and other school recesses.

ARTICLE XI SNOW DAYS

Hourly unit members will be compensated at their daily rate of pay for up to two (2) snow days during the school year.

ARTICLE XII HEALTH AND SAFETY

- A. The District and HEA are committed to providing healthy, safe and hazard free environments for students, employees and visitors. Safety is the responsibility of all persons who occupy District owned buildings.
- B. Two (2) unit members shall be appointed by the President of the Association to serve as full members of the District Health and Safety Committee.

ARTICLE XIII WAGES

- A. Unit members shall receive a 3% wage increase for the 2002-03 school year, a 3% wage increase for the 2003-04 school year, and a 3% wage increase for the 2004-05 school year. Designated unit members shall also receive wage adjustments that will reflect the minimum probationary and scale hourly wages for each title listed below:

	2002-2003		2003-2004		2004-2005	
	Probation	Scale	Probation	Scale	Probation	Scale
Teaching Assistants	\$9.42	\$11.37	\$9.85	\$11.71	\$10.31	\$12.06
Teaching Aides	\$7.64	\$8.14	\$7.98	\$8.48	\$9.15	\$9.65
Clerks	\$7.64	\$8.14	\$7.98	\$8.48	\$9.15	\$9.65
Monitors	\$7.64	\$8.14	\$7.98	\$8.48	\$9.15	\$9.65

- B. Teaching Assistants shall serve a three (3) year probationary period. For the 2002-2003 and 2003-2004 school years the probationary wage shall be as reflected above. For the 2004-2005 school year, and thereafter, the probationary wage shall be the scale wage less \$1.75. Upon completion of the probation period and attaining tenure status the Teaching Assistant shall receive the scale wage.
- C. Teaching Aides, Clerks and Monitors shall serve a 90 day probationary period. During this period their wage shall be the scale wage less \$.50. Upon completion of the probation period these unit members shall receive the scale wage.

ARTICLE XIV PERSONNEL FILES

- A. An official employee personnel file shall be maintained in the District Office.
- B. No material derogatory to a unit member's conduct, service, character, or personality shall be placed in the file unless the member has had an opportunity to read the material. The unit member shall acknowledge that s/he has read such material and must affix his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material has been read.
- C. The unit member shall have the right to rebut any material filed within ten (10) business days of receipt of such material and his/her answer shall be attached to the file copy.
- D. Upon appropriate and reasonable request by the unit member, s/he shall be permitted to examine his/her file. If the unit member is unable to be present, an authorized representative of the member may examine the file. This does not include any preemployment confidential material.
- E. The unit member shall be permitted to reproduce any material in his/her file at a per page cost which is consistent with district practice.
- F. Material will be removed from the file when a unit member's claim that it is inaccurate, misleading, or inappropriate is proven.

ARTICLE XV RETIREMENT

A. NEW YORK STATE RETIREMENT SYSTEM

All unit members shall have the option of joining the appropriate New York State Retirement System for teachers (TRS) or non-instructional employees (ERS). At the time of hire, eligible new unit members will be placed on the appropriate tier. The District shall subscribe to the ERS 75i Retirement Plan.

B. HEALTH INSURANCE UPON RETIREMENT

Unit members, who participate in the Hannibal Central School District Health Insurance Plan and who retire under a retirement system (ERS, TRS) with a minimum of ten (10) years of continuous service, shall have the option of continuing health benefit coverage and may have their unused sick leave, at the time of retirement, converted to a credit which will be applied, until it is exhausted, to the retired employee's share of the cost of carrying health insurance after retirement. After the credit is depleted, the retired employee may continue to carry health insurance by making appropriate payments to the district. The District will pay 50% of the employee's individual plan and 35% of his/her dependents.

Conversion of the accumulated sick leave will be according to the following formula:

$$\frac{\text{Days of accumulated sick leave}}{200} * \text{Contract salary for the final year of employment} = \text{credit for insurance.}$$

ARTICLE XVI TEACHING ASSISTANTS AS SUBSTITUTE TEACHERS

On occasion, unit members who are teacher assistants may be requested to substitute for classroom teachers. This may occur only if the teacher and teaching assistant are in agreement with this arrangement or lacking the availability of regular substitutes. When a unit member substitutes the full day for a teacher, s/he will receive a \$25 stipend in addition to the normal daily rate of pay. When a unit member substitutes a portion of a day, the amount will be prorated in 1/2-day increments.

ARTICLE XVII HEALTH INSURANCE

- A. The District shall provide a health insurance plan to unit members and pay 90% of the plan premium for the unit member and 75% of the plan premium for dependents.
- B. Health plan benefits shall be those included in Supreme Blue/ 44/ major medical.
- C. All unit members who work thirty (30) hours per week or more shall be eligible for health insurance benefits.

ARTICLE XVIII STAFF DEVELOPMENT

Unit members, on occasion, shall be invited to attend in-service training that pertains to their work and be paid their hourly wage for attendance.

ARTICLE XIX DURATION

This agreement shall be effective as of July 1, 2002 - June 30, 2005.

By: Joseph Carrara Superintendent, Hannibal Central Schools

Date: 4/30/02

By: Gloria James President, Hannibal Employees Association

Date: 4/30/02

**PERSONAL LEAVE REQUEST FOR TEACHING ASSISTANTS,
MONITORS AND CLERKS**

Name _____

Date of Request _____

Building _____

The date(s) leave requested _____

The date(s) leave was taken _____

Check the appropriate category:

- A. _____ Court appearance for any purpose
- _____ Business matters such as a house closing
- _____ Legal matters involving the person making the request
- _____ Death or illness not covered by sick leave or bereavement leave
- _____ Emergency situations (forms to be filled in on the first day after return to school and must state reason leave was taken)
- _____ Ceremonies, religious observations, weddings, honors and awards ceremonies, graduations involving the person or immediate family, or other ceremonies of a unique nature
- _____ Other reasons (these are at the discretion of the Superintendent and must contain the reason(s) for the request in order to be considered and must be approved prior to the leave)

Signature

Superintendent's Signature
Approved _____ Disapproved _____